

NAVAL INSPECTOR GENERAL

REPORT OF INVESTIGATION

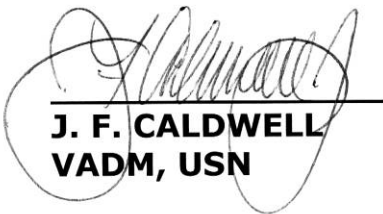
Subj: **SENIOR OFFICIAL CASE 201403432; ALLEGATIONS OF**

(b) (6), (b) (7) (c)

(b) (6), (b) (7) (c)

**AND FAILING TO USE CITY-PAIR FARES
FOR OFFICIAL AIR TRAVEL BY DR. JOHN ZANGARDI**




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Office of the Naval Inspector General

Case Number: 201403432

Report of Investigation

3 February 2015

Subj: SENIOR OFFICIAL CASE 201403432; ALLEGATIONS OF (b)(6), (b)(7)(c)
(b)(6), (b)(7)(c)
(b)(6), (b)(7)(c) AND FAILING TO USE CITY-PAIR FARES FOR OFFICIAL
(c) AIR TRAVEL BY DR. JOHN ZANGARDI

Preliminary Statement

1. In our report dated 12 June 2014, the Office of the Naval Inspector General (NAVINSGEN) documented our findings of a review of Senior Executive Service (SES) Temporary Duty (TDY) travel. The Department of the Navy, Assistant for Administration (DONAA) requested the review. As the Budget Submitting Office (BSO), DONAA is responsible for the travel policies and procedures for BSO-12, which includes the Assistant Secretaries of the Navy and their staffs. NAVINSGEN reviewed a random sampling of travel performed over 24 months by 67 of 84 SES personnel to ensure compliance with DOD travel regulations.

2. NAVINSGEN identified Dr. John Zangardi, Deputy Assistant Secretary of the Navy for Command, Control, Communications, Computers, Intelligence, Information, Operations and Space, Assistant Secretary of the Navy, (Research, Development & Acquisition) as having possible improprieties in his travel. The following allegations of travel irregularities and associated conclusions are listed directly below:

Allegation 1: (b)(6), (b)(7)(c)

Conclusion: The allegation is not substantiated.

Allegation 2: That Dr. John Zangardi violated the Federal Travel Regulation (FTR), §301-10.106 and §301-10.107, Use of

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Contract City-Pair Fare and Exceptions, and NAVPERSCOM INSTRUCTION 4651.1, dated 16 March 2010, Navy Personnel Command Defense Travel System Business Rules, by failing to use city-pair fares for official air travel.

Conclusion: The allegation is substantiated.

3. On 20 November 2014, NAVINSGEN interviewed Dr. Zangardi and (b)(6), (b)(7)(c), Dr. Zangardi's (b)(6), (b)(7)(c). On 23 December 2014, NAVINSGEN forwarded a preliminary report of investigation, which set forth our tentative conclusions and provided a summary of the relevant evidence, to Dr. Zangardi for his review and comment. On 30 December 2014, Dr. Zangardi provided a written statement in reply to our tentative conclusions and provided additional clarifying information about his official travel. On 15 January 2015, NAVINSGEN e-mailed Dr. Zangardi some final additional questions, and on 16 January 2015, Dr. Zangardi provided his responses. We have reviewed this new evidence and incorporated it into this final report.

Background

4. Dr. Zangardi reported to his position in March 2011. (b)(6), (b)(7)(c) a contractor who reported to her position in the summer of (b)(6), (b)(7)(c) prepares all of Dr. Zangardi's travel authorization requests and vouchers through the Defense Travel System (DTS)² as a part of her contracted duties. Dr. Zangardi and (b)(6), (b)(7)(c) have never received formal training for preparation of travel documents in DTS. (b)(6), (b)(7)(c) transcript at pages 3 - 5; Zangardi letter dated 30 December 2014 at page 3.)

5. Dr. Zangardi travels frequently in his position, both within and outside of the continental United States. He also travels often with his family on his personal time. Dr. Zangardi testified that, prior to any TDY travel preparation, he obtains permission to commence TDY from VADM Paul A. Grosklags, USN, Principal Military Deputy for the Assistant Secretary of the

¹ When (b)(6), (b)(7)(c) first (b)(6), (b)(7)(c) s emp y (b)(6), (b)(7)(c). She now is employed by (b)(6), (b)(7)(c). (b)(6), (b)(7)(c) transcript at page 4.)

² DTS is a fully integrated, automated, end-to-end travel management system that enables DOD travelers to create authorizations (TDY travel orders), prepare reservations, receive approvals, generate travel vouchers, and receive a split reimbursement between the traveler's bank accounts and the Government Travel Charge Card.

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Navy, Research, Development & Acquisition (ASN (RD&A)), who is his travel approval authority. Grosklags approves his request to travel, he advises (b) (6), (b) (7) (c) to make travel arrangements. (Zangardi transcript at pages 4 - 5.)

6. (b) (6), (b) (7) (c) testified that they have a standard process for Dr. Zangardi's travel. She advised that, because he is a seasoned traveler, prior to embarking on TDY Dr. Zangardi usually checks websites for available flights and advises her of preferred flights. (b) (6), (b) (7) (c) then checks DTS to determine whether Dr. Zangardi's preferred flights are available city-pair flights. If so, she reserves them using Dr. Zangardi's Government credit card (GOVCC). (b) (6), (b) (7) (c) transcript at pages 5 - 6.) Dr. Zangardi testified that he does check websites such as Travelocity for cheaper available flights than DTS, but that (b) (6), (b) (7) (c) always checks DTS, as well. He related that he does not reserve airline tickets, rental cars, or lodging for official travel using his personal credit card, but rather he uses his GOVCC.³ (Zangardi transcript at pages 6 - 12.)

7. (b) (6), (b) (7) (c) advised that, after she creates travel authorization requests in DTS for Dr. Zangardi, she signs the requests after she briefs him in person or by e-mail on the arrangements. DTS then forwards them to the Deputy Assistant Secretary of the Navy for Management and Budget (DASN (M&B)) for review and approval by legal personnel and the Chief of Staff, respectively. (b) (6), (b) (7) (c) stated that she and the DASN Budget reviewers have a close working relationship and they have, at times, brought issues with travel requests to her attention for correction, which she readily makes. The travel requests are also forwarded to the SATO Travel Office to make reservations pending approval. (b) (6), (b) (7) (c) transcript at pages 10 - 15.)

8. (b) (6), (b) (7) (c) stated that Dr. Zangardi routinely makes note of his expenses while traveling and collects all receipts from his official travel. At the conclusion of TDY, she prepares the travel vouchers after Dr. Zangardi provides her with the receipts. Dr. Zangardi reviews the documents within DTS and

³ Dr. Zangardi noted one exception when he was forced to pay for his lodging overseas using a personal credit card because his GOVCC was rejected due to the fact that the spending limit on the card had reached the maximum limit. Flights for the trip had been changed but the cost of the flights not taken had not yet been removed from his GOVCC. As the charges on his GOVCC had reached the maximum limit, his GOVCC was rejected. Other than that occasion, he testified that he does not use his personal credit card to pay for official travel expenses.

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then signs the vouchers. The Chief of Staff, DASN (M&B) authorizes the vouchers, the DASN (M&B) Budget Analyst reviews them, and the DASN (M&B) Budget Supervisor approves the vouchers for payment. (b)(6),(b)(7)(c) transcript at pages 9 - 14.)

Allegation 1:

(b)(6),(b)(7)(c)

[REDACTED]

Findings of Fact

9.

(b)(6),(b)(7)(c)

[REDACTED]

(b)(6), (b)(7) (c)	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]


(b)(6),(b)(7)(c)

[REDACTED]


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(b)(6),(b)(7)(c)

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10. (b)(6),(b)(7)(c)

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11. (b)(6),(b)(7)(c)

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12. (b)(6),(b)(7)(c)

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(b) (6), (b) (7) (c)

(b) (6), (b) (7) (c)

13.

(b) (6), (b) (7) (c)

Applicable Standards

14.

(b) (6), (b) (7) (c)

. . .

(b) (6), (b) (7) (c)

⁴ (b) (6), (b) (7) (c)

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a. (b) (6), (b) (7) (c)

b. (b) (6), (b) (7) (c)

c. (b) (6), (b) (7) (c)

d. (b) (6), (b) (7) (c)

. . .

(b) (6), (b) (7) (c)

(b) (6), (b) (7) (c)


Analysis

16. (b) (6), (b) (7) (c)

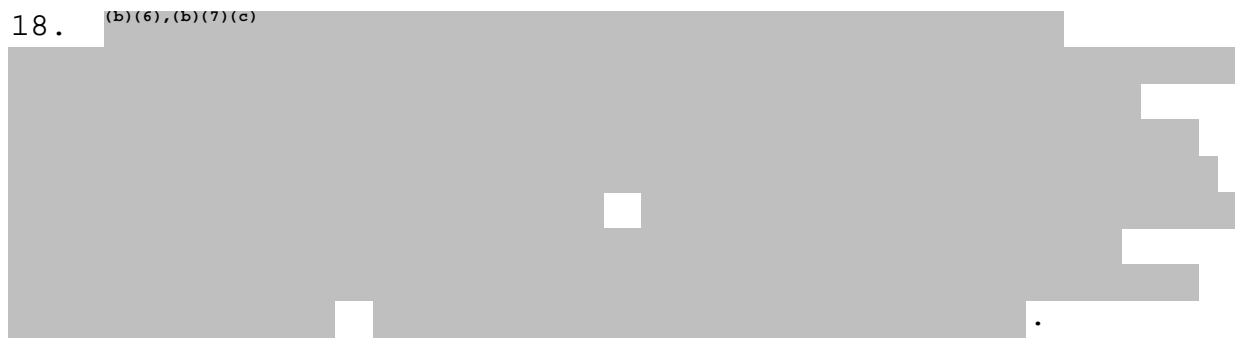
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17. (b)(6), (b)(7)(c)



18. (b)(6), (b)(7)(c)



Conclusion: The allegation is not substantiated.

Allegation 2: That Dr. John Zangardi violated the Federal Travel Regulation (FTR), §301-10.106 and §301-10.107, Use of Contract City-Pair Fare and Exceptions, and NAVPERSCOM INSTRUCTION 4651.1, dated 16 March 2010, Navy Personnel Command Defense Travel System Business Rules, by failing to use city-pair fares for official air travel.

Findings of Fact

TDY TO MONTEREY, CA, 7 - 10 AUGUST 2012

19. In reviewing Dr. Zangardi's travel, NAVINSGEN noted that Dr. Zangardi was TDY to Monterey, California, from 7 - 10 August 2012. When reviewing the travel voucher, the voucher indicated that the airfare that Dr. Zangardi selected on his trips to California and back to the DC metro area were not GSA city-pair

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fares although city-pair fares were available at the time of selection.⁵ The voucher noted that for each leg of the trip the GSA city-pair fare was \$115.80 (per leg), the fare selected was \$408.80 (per leg) and the fare price difference was \$293.00 (per leg). The total cost in excess of the city-pair fare was \$586.00. The justification Dr. Zangardi provided in the voucher for not utilizing city-pair fares was: "This air carrier offered direct travel at more convenient times of travel."

20. Since this trip occurred over two years prior, neither Dr. Zangardi nor (b)(6), (b)(7)(c) could recall with clarity during their interviews why they did not use the city-pair fares that were offered at the time. Dr. Zangardi testified that he first became aware of the mandate for utilizing city-pair fares in October 2014, approximately a month prior to his interview with NAVINSGEN on 20 November 2014, and that he and (b)(6), (b)(7)(c) had instituted procedures thereafter to ensure they strictly followed travel regulations. (Zangardi transcript at pages 18 - 19.) Specifically, he noted that they have implemented a procedure to upload the itinerary for all official trips into DTS to streamline record-keeping and ensure justification, in addition to maintaining their own file for each trip. (Zangardi letter dated 30 December 2014 at 2.) (b)(6), (b)(7)(c) although having had general knowledge that city-pair fares should be used, was uncertain of the specifics of the rule and its exceptions. (b)(6), (b)(7)(c) transcript at pages 25 - 26.)

21. Dr. Zangardi testified that he traveled to Monterey on this occasion to brief the Information Dominance Senior Leader Symposium and visit technology companies, including Google. Acknowledging that he reviewed his calendar for 7 August 2012 and it had been "wiped clean," he recalled that he worked at his Pentagon office the morning he flew to Monterey. He testified that he reserved the flight he took (United Flight 285 out of Washington Dulles International Airport at 12:16 pm) so he could arrive in San Francisco in the afternoon to hold an official phone conference. (Zangardi transcript at pages 18 - 22.)

⁵ NAVINSGEN also noted an administrative error on the travel voucher that Dr. Zangardi was re (b)(6), (b)(7)(c) ice in the amount of \$234.37 for the rental car used in Monterey. (b)(6), (b)(7)(c) testified that (b)(6), (b)(7)(c) made the administrative error in duplicate entries on the voucher. (b)(6), (b)(7)(c) transcript at pages 28 - 29.) When brought to his attention, Dr. Zangardi promptly notified DASN (M&B) and reimbursed the Government in the amount of \$234.37 on 8 December 2014. (Zangardi transcript at pages 15 - 16; E-mail from Dr. Zangardi dated 8 December 2014.)

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22. On 30 December 2014, Dr. Zangardi provided additional information regarding his work schedule the day he traveled to Monterey. He stated that on Tuesdays of each week, the ASN (RD&A) regularly holds a weekly DASN meeting, which normally commences at 0800 and concludes between 0900 and 0930. He stated that he routinely attends these meetings, avoids being absent, and therefore, believes that he attended the meeting on 7 August 2012. (Zangardi letter dated 30 December 2014 at pages 1 - 2.) Dr. Zangardi attempted to obtain a copy of a meeting attendance log for the DASN meeting on 7 August 2012 to confirm his attendance, but none is in existence. (Zangardi e-mail dated 16 Jan 2015.)

23. Dr. Zangardi testified that, after landing in San Francisco at approximately 1448, he conducted an official phone conference. (Zangardi transcript at pages 18 - 22.) He further clarified that the conference call "involved a discussion on achieving C4I system commonality across the two variants of Littoral Combat Ship (LCS) with another DASN, [F]lag [O]fficers, and senior executives from two Program Executive Offices and a System Command." (Zangardi letter dated 30 December 2014 at pages 1 - 2.) He advised that he could not have delegated the phone conference to a colleague because he was the co-lead for the effort and had the corporate knowledge and expertise regarding the complex matter discussed. (Zangardi e-mail dated 16 Jan 2015.) A review of his itinerary corroborated that he had an official conference call at 1530. (7 - 10 August 2012 TDY Trip Itinerary at page 1.)

24. Dr. Zangardi stated that, in order to be present for the 0800 DASN meeting and the 1530 conference call, his inability to take a city-pair flight was not for convenience but was a necessity driven by the mission and his work schedule. He opined that, if he had not taken a non-city-pair flight, he would have had to fly into California the day prior, 6 August 2012, and phone into the two meetings the next day, thereby incurring an additional night of lodging and per diem and increasing the total cost of the trip. (Zangardi letter dated 30 December 2014 at page 2.)

25. Dr. Zangardi further advised that, after arriving in San Francisco, he traveled to Los Gatos, California, approximately 52 miles south, where he had reserved a hotel room. He opined that Los Gatos provided a central location to Monterey and the Bay Area, where he conducted his official business. (Zangardi

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e-mail dated 16 Jan 2015.) He related that, on 8 August 2012, he drove approximately 75 miles to Monterey from Los Gatos to speak at the Naval Post-Graduate School and then visit the Fleet Numerical Weather Data Center, as weather systems and data centers are a part of his portfolio. Later that day, he met with Lockheed Martin executives in the Bay Area to discuss the Mobile User Objective System (a space program). Dr. Zangardi added that, on 9 August 2012, he met with executives from NetApp in Sunnyvale, California, and Google, in Mountain View, California, as the Navy procures software from NetApp and was considering contracting with Google for data storage and email. (Zangardi e-mail dated 16 Jan 2015.)

26. Regarding the day of his return to the DC metro area, Dr. Zangardi recalled that he had finished his official business on Thursday, 9 August 2012, and flew out of San Francisco at 0804 the next day. His flight itinerary shows that he arrived at 1559 at Washington Dulles International Airport. Dr. Zangardi testified that when he returns to his home in (b) (6), (b) (7) (c), after TDY, it is his practice to telework from his house. Although he could not recall with absolute certainty, he assumes he did so in this case. (Zangardi transcript at page 24.)

27. In Dr. Zangardi's 30 December 2014 letter, he asserted that the "trip itinerary" reflected that he conducted phone calls and reviewed e-mail from his home on "12 August 2012." A review of the trip itinerary failed to corroborate this assertion. We believe, however, that instead of the trip itinerary, Dr. Zangardi meant to refer to his testimony in which he testified that, after TDY, it is his common practice to telework from home. Also, we believe Dr. Zangardi was referring to 10 August 2012 (Friday), which is the date he returned from TDY, vice 12 August 2012 (Sunday), which was stated in his letter. (Zangardi letter dated 30 December 2014 at page 2; Zangardi transcript at page 24.) Regardless of any inadvertent errors in his 30 December 2014 letter, the evidence reflects that Dr. Zangardi's common practice after TDY is to telework from his home.

28. The travel authorization request for this trip was forwarded in DTS to the DASN (M&B) for review and approval by the Chief of Staff, Budget Analyst, and Budget Supervisor for payment. No DASN (M&B) personnel indicated a problem with non-selection of city-pair fares. (Zangardi letter dated 30 December

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2014 at page 3.) Per NAVPERSCOMINST 4651.1, all travelers and appointed officials who review and sign travel documents are responsible for adhering to the standards delineated in the DTS Business Rules, as well as all laws, regulations, and policies that govern official travel.

TDY TO SAN DIEGO, CA, 21 - 25 APRIL 2014

29. Additionally, NAVINSGEN noted that Dr. Zangardi was TDY to San Diego, California, from 21 - 25 April 2014. When reviewing the travel voucher, the voucher indicated that both the airfare that Dr. Zangardi selected on his trips to California and then back to the DC metro area were not GSA city-pair fares although city-pair fares were available at the time of selection. The justification Dr. Zangardi provided in the voucher for not utilizing city-pair fare for his trip to San Diego was: "Non-contract fare was lower." The justification Dr. Zangardi provided in the voucher for not utilizing city-pair fare for his trip back to the DC metro area was: "This fare is equal to GSA contracted airfare." Both Dr. Zangardi and (b) (6), (b) (7) (c) testified that they believed using a fare equal to or less than a city-pair fare was authorized and that the total cost of the trip was less than it would have been had he used both city-pair flights. (Zangardi transcript at pages 25 - 26. (b) (6), (b) (7) (c) transcript at page 25.) We find that in utilizing a fare that was lower than the city-pair fare for his trip to San Diego, the overall total trip cost to the Government was lower than if he had used city-pair fares.

30. The travel authorization request for this trip was forwarded in DTS to the DASN (M&B) for review and approval by the Chief of Staff, Budget Analyst, and Budget Supervisor for payment. No DASN (M&B) personnel indicated a problem with non-selection of city-pair fares. (Zangardi letter dated 30 December 2014 at page 3.)

Applicable Standards

31. Federal Travel Regulation (FTR), §301-10.106, Use of Contract City-Pair Fare.

If you are a civilian employee of an agency as defined in [§301-1.1](#) of this chapter, you must always use a contract city-pair fare for scheduled air passenger transportation

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service unless one of the limited exceptions in §301-10.107 exist. An Internet listing of contract city-pair fares is available at <http://www.gsa.gov/citypairs>.

32. Federal Travel Regulation (FTR), §301-10.107, Exceptions to the Use of Contract City-Pair Fare.

Your agency may authorize use of a fare other-than a contract city-pair fare when-

(a) Space on a scheduled contract flight is not available in time to accomplish the purpose of your travel, or use of contract service would require you to incur unnecessary overnight lodging costs which would increase the total cost of the trip;

(b) The contractor's flight schedule is inconsistent with explicit policies of your Federal department or agency with regard to scheduling travel during normal working hours;

(c) A non-contract carrier offers a lower fare to the general public that, if used, will result in a lower total trip cost to the Government (the combined costs of transportation, lodging, meals, and related expenses considered);

Note to paragraph (c): This exception does not apply if the contract carrier offers the same or lower fare and has seats available at that fare, or if the fare offered by the non-contract carrier is restricted to Government and military travelers performing official business and may be purchased only with a contractor-issued charge card, centrally billed account (e.g., YDG, MDG, QDG, VDG, and similar fares) or GTR where the two previous options are not available; . . .

33. NAVPERSCOM INSTRUCTION 4651.1, dated 16 March 2010, Navy Personnel Command Defense Travel System Business Rules.

. . .

3. Responsibility. It is the responsibility of each employee to protect themselves through training and to conserve travel funds as much as possible. All travelers and appointed officials who review and sign travel documents are responsible for adhering to the standards delineated in [the DTS Business Rules], as well as all

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laws, regulations, and policies that govern official government travel.

. . .

Analysis

34. FTR §301-10.106 mandates that Federal civilian employees use a contract city-pair fare for scheduled airline flights unless one of the limited exceptions in [§301-10.107](#) exist. FTR §301-10.107(a) states that a city-pair fare does not have to be used when space on a scheduled contract flight is not available in time to accomplish the purpose of travel, or use of contract service would incur unnecessary overnight lodging costs which would increase the total cost of the trip. In addition, FTR §301-10.107(c) states that a city-pair fare does not have to be used when a non-contract carrier offers a lower fare to the general public that, if used, will result in a lower total trip cost to the Government (the combined costs of transportation, lodging, meals, and related expenses considered). The note to paragraph (c) advises that "[t]his exception does not apply if the contract carrier offers the same or lower fare and has seats available at that fare."

35. We first note that Dr. Zangardi and (b)(6), (b)(7)(c) offered credible testimony reflecting a lack of awareness of and training on specific city-pair rules. Although NAVPERSCOMINST 4651.1 states that it is the responsibility of each employee to protect themselves through training and to conserve travel funds as much as possible, we determined that neither of them intentionally ignored or violated Federal travel rules or regulations. It was apparent from their testimony that both were conscientious when making travel arrangements, made efforts to be good stewards of Government funds, and exercised prudence in planning and engaging in official travel.

TDY TO SAN DIEGO, CA, 21 - 25 APRIL 2014

36. With regard to Dr. Zangardi's trip to San Diego, CA, from 21 - 25 April 2014, the fare for his return flight to the DC metro area was equal to, not less than, the GSA contracted airfare. The exception to using city-pair fares in FTR §301-10.107(c) requires that the non-contract fare must result in a **lower total trip cost** (emphasis added) to the Government, but this exception does not apply if the contract carrier offers the

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same or lower fare and has seats available at that fare. We have evidence that GSA contract carriers had flights at the same fare for both of Dr. Zangardi's flights, as noted in the travel voucher. Although the fare for Dr. Zangardi's return flight was equal to (and not lower than) the city-pair fare, the fare for his flight to San Diego was lower than the GSA contracted fare. Accordingly, we find that the overall total trip cost to the Government was lower, and therefore, no violation occurred.

TDY TO MONTEREY, CA, 7 - 10 AUGUST 2012

37. Regarding Dr. Zangardi's trip to Monterey, CA, from 7 - 10 August 2012, we found that utilizing a non-GSA air carrier because it "offered direct travel at more convenient times of travel" is not an authorized exception to the GSA city-pair fare use requirement. At the time of Dr. Zangardi's interview, he could not recall with clarity his official duties prior to embarking on TDY and stated that a review of his calendar evidenced that it had been "wiped clean" due to the passage of time. Based on his testimony, we found that Dr. Zangardi worked at his Pentagon office in the morning, took a flight out of the DC metro area mid-day, and conducted an official conference call after arriving in San Francisco.

38. Since his interview, the additional information Dr. Zangardi provided on 30 December 2014 reflects that his superior, the ASN (RD&A), typically holds a DASN meeting from 0800 - 0900 or 0930 on each Tuesday, and Dr. Zangardi believes that he attended the meeting the morning of Tuesday, 7 August 2012. Although there is no existing meeting log to corroborate that he attended the meeting, we have no reason to disbelieve Dr. Zangardi, and therefore, find that he attended the meeting. Additionally, we find that the phone conference held at approximately 1530 on 7 August 2012 after he arrived in San Francisco was necessary official business to which he was required to attend, as Dr. Zangardi was the co-lead for the effort and had the corporate knowledge and expertise regarding the complex matter discussed.

39. We have evidence that GSA contract carriers had flights with seats available at the same or lower fares for both of Dr. Zangardi's flights. We find, however, that the use of non-city-pair fare for the flight to San Francisco enabled Dr. Zangardi to meet mission requirements and avoid incurring unnecessary overnight lodging costs, which would have increased

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the total cost of the trip had he traveled on 6 August 2012 and phoned into both meetings on 7 August 2012. Therefore, based upon the evidence we have, we determined that he was authorized to utilize a non-city-pair fare under FTR §301-10.107(a) for his flight on 7 August 2012, and no violation occurred.

40. Regarding Dr. Zangardi's return trip on 10 August 2012, we understand his desire to take a non-city-pair flight into Washington Dulles International Airport, considering the proximity of the airport to his home and the fact that his return flight arrived around the close of the business day on Friday.⁶ Notwithstanding his desire, FTR §301-10.106 requires Government travelers to always use a contract city-pair fare for scheduled air passenger transportation service unless one of the limited exceptions in FTR §301-10.107 exists. Elective teleworking does not constitute a valid exception under FTR §301-10.107, and there is no evidence that, had he taken a city-pair flight, he would have been unable to meet mission requirements.

41. NAVPERSCOMINST 4651.1 requires that both travelers and appointed officials who review and sign travel documents adhere to all travel laws, regulations, and policies. Although it is unfortunate that the DASN (M&B) personnel did not bring the error of his failure to use a city-pair fare to his attention prior to the trip, it does not excuse Dr. Zangardi's failure to follow travel laws, regulations, and policies. NAVPERSCOMINST 4651.1 requires the same responsibility of the traveler as it does of the appointed officials who review and sign the travel documents. In addition, Dr. Zangardi's admitted ignorance of the city-pair fare rule does not provide a valid excuse for the violation. He has a responsibility to protect himself through training, to conserve travel funds as much as possible, and a requirement to follow the rules. Accordingly, his failure to do so resulted in an additional cost of \$293.00 to the Federal Government and a violation of FTR §301-10.106, FTR §301-10.107, and NAVPERSCOMINST 4651.1.

Conclusion: The allegation is substantiated.

⁶ Washington Dulles International Airport is approximately 13 miles from Dr. Zangardi's home, while Reagan Washington National Airport is approximately 29 miles from his home.

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